

# **EXHIBIT A**

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT

ANDRÉA SPENCE,  
on behalf of herself and others  
similarly situated,

Plaintiff,

vs.

CAVALRY PORTFOLIO SERVICES,  
LLC and CAVALRY SPV I, LLC,

Defendants.

Case No. SUCV2014-00850-BLS2

**AMENDED CLASS ACTION COMPLAINT**

1. This action seeks class-wide relief for Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC's ("Cavalry's") unlawful, unfair and deceptive debt collection practices in Massachusetts. Cavalry is a high volume purchaser of defaulted consumer debt, buying charged-off credit card debts typically for pennies on the dollar.

2. After Cavalry purchases these debts it immediately and unlawfully inflates the balance by retroactively adding interest for a time period when it did not own the debt, and when the owner at the time waived the right to collect interest. Cavalry then seeks to collect this unlawful interest through litigation and other methods, and reports the inflated balance to consumer credit bureaus.

3. Cavalry's actions violate the Fair Debt Collection Practices Act, 15 U.S.C. §1692, *et seq.* ("FDCPA") and state law.

4. Specifically, the FDCPA prohibits, *inter alia*, the use of any false, deceptive or misleading statements in connection with the collection of a debt; the collection of any amount

not permitted by law; false representations as to the character, amount or status of a debt; threats to take an action which cannot legally be taken; and the communication of false credit information. 15 U.S.C. §§ 1692e(2), (5), (6), (8), (10), 1692f(1). It also requires debt collectors to give debtors certain information.

5. Massachusetts law similarly prohibits unfair and deceptive debt collection practices, M.G.L. c. 93 § 49, as well as the reporting of inaccurate information to credit bureaus, M.G.L. c. 93 § 54A. Cavalry's actions also violate M.G.L. c. 93A, § 2.

### **VENUE AND JURISDICTION**

6. This Court has jurisdiction over this action and Cavalry pursuant to M.G.L. c. 214, §§ 1, 5; c. 212 § 3; c. 231A, §1.

7. Venue is proper in this county because Ms. Spence resides in this county, and Cavalry directed its communications to Ms. Spence in this county.

### **PARTIES**

8. Plaintiff Andréa Spence is a resident of Jamaica Plain, Massachusetts.

9. Defendant Cavalry Portfolio Services, LLC is a limited liability company chartered under Delaware law with offices at 500 Summit Lake Drive, Suite 400, Valhalla, New York 10595. It does business in Massachusetts.

10. Defendant Cavalry Portfolio Services, LLC is engaged in the business of collecting charged-off consumer debts originally owed to others. It is licensed as a debt collector by the Massachusetts Division of Banks.

11. Cavalry Portfolio Services, LLC uses the mails in conducting its business.

12. Cavalry Portfolio Services, LLC is a debt collector as defined by the FDCPA and Massachusetts law.

13. Defendant Cavalry SPV I, LLC is a limited liability company chartered under Delaware law with offices at 500 Summit Lake Dr., Suite 400, Valhalla, NY 10595. It does business in Massachusetts.

14. Defendant Cavalry SPV I, LLC is engaged in the business of purchasing or acquiring, or claims to purchase or acquire, charged-off consumer debts originally owed to others.

15. Cavalry SPV I, LLC uses the mails and telephone system in conducting its business.

16. Cavalry SPV I, LLC is a debt collector as defined in the FDCPA, and Massachusetts law.

17. Cavalry SPV I, LLC is not licensed as a debt collector in Massachusetts.

18. Defendants Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC are affiliates and are under common management and control.

#### **FACTUAL ALLEGATIONS RELATING TO MS. SPENCE**

19. On or about August 13, 2009, FIA Card Services, N.A. ("FIA") sent Ms. Spence a collection letter on behalf of Bank of America, attached as Exhibit A, stating that she had an overdue account balance of \$21,472 on a credit card account ("BOA account")

20. The alleged debt was incurred for personal, family or household purposes.

21. On August 20, 2009, FIA sent Ms. Spence another collection letter on behalf of Bank of America, with respect to the same credit card account that stated "This is Our Final Notice" and that the account was about to be written off as bad debt. The letter further stated that once the account was written off, it would be sold to a third party and the third party would continue to collect this balance. This letter is attached as Exhibit B.

22. Bank of America charged-off Ms. Spence's BOA account in September 2009 in the amount of \$21,355, but it retained the account until November 2011.

23. Beginning in September 2009 through January 2011, Ms. Spence received at least six letters from a series of debt collectors seeking to collect the alleged BOA account debt on behalf of Bank of America, all stating the same Balance Due of \$21,355.66. These letters are attached as Exhibit C.

24. The final letter in this series was sent on January 8, 2011 by NCO Financial Systems Inc., on behalf of Bank of America. This letter stated that the Current Balance Due on January 8, 2011 was \$21,355.66. Exhibit D.

25. In November of 2011, Bank of America reported to Experian, Equifax and Trans Union that the charge-off amount for the BOA account was \$21,355, and the High Balance was \$21,472. Exhibit E.

26. In November 2011, Bank of America sold the BOA account to Cavalry.

27. One month later, on or about December 6, 2011, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit F on behalf of Cavalry SPV I, LLC, stating that it had purchased the alleged BOA account, and that the Current Balance now due was \$ \$26,794.32. The balance had increased by \$5,438.66 in only one month.

28. The amount Cavalry sought included retroactive interest on the charged-off debt, computed at an unknown rate of interest.

29. The \$5,438.66 in interest demanded in Cavalry's first letter to Ms. Spence, after only owning the account for one month, included interest prior to the date on which Cavalry claims to have purchased the alleged debt.

30. Bank of America, and/or FIA Card Services, from which Cavalry allegedly purchased the debt, did not charge interest between the date the account was charged-off and the

date it was sold to Cavalry, and in fact waived any interest charges during this time period.

31. Bank of America, and/or FIA Card Services, did not send billing statements to Ms. Spence after it charged-off the account.

32. On information and belief, Bank of America, and/or FIA Card Services, sold the debt in the amount of \$21,355.66.

33. It is the policy and practice of Cavalry to add interest to debts for the period prior to the date on which it claims to have purchased them, even if the original creditor of the debt did not add interest during that period.

34. After its initial letter to Ms. Spence, Cavalry sent a series of collection letters seeking ever increasing amounts, based on the application of an unknown rate of interest.

35. On February 7, 2012, Cavalry Portfolio Services, LLC, on behalf of Cavalry SPV I, LLC, sent Ms. Spence the collection letter attached as Exhibit G, stating that the Current Balance of the debt was \$27,208.63.

36. On August 10, 2012, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit H, stating that the Current Balance of the debt was \$28,425.26.

37. On October 18, 2012, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit I, stating that the Current Balance of the debt was \$28,879.03.

38. On December 26, 2012, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit J, stating that the Current Balance of the debt was \$29,332.80.

39. In November 2013, Cavalry reported the debt to Trans Union in the amount of \$29,977. A copy of the trade-line from Ms. Spence's credit report is attached as Exhibit K.

40. On December 5, 2013, American Coradius International LLC sent Ms. Spence the collection letter attached as Exhibit L on behalf of Cavalry SPV I, LLC, stating that the Account Balance was \$29,977.28.

41. There was no agreement between Ms. Spence and Cavalry authorizing the imposition of interest.

#### **FACTUAL ALLEGATIONS RELATING TO CAVALRY'S PRACTICES IN GENERAL**

42. Cavalry purchases, or claims to purchase, credit card debts from banks months or years after the bank has charged-off the debts.

43. Under federal banking regulations, a credit card debt must be charged-off when it is 180 days overdue (it may be charged-off earlier). Federal Financial Institutions Examination Council, Uniform Retail Credit Classification and Account Management Policy, 65 FR 36903 (June 12, 2000).

44. Charge-off means that the credit card receivable is no longer carried on a bank's books as an asset.

45. Standard form credit card agreements used by banks provide that the terms of the agreement can be changed from time to time, and that changes beneficial to the consumer such as a reduction in or waiver of interest may be effected immediately and without notice.

46. For a variety of sound business reasons, most banks waive interest on credit card debts after charge-off for as long as the debts are held by the banks.

47. Among other reasons for this practice, banks did not, and do not, want to increase the amount of bad debts on their books, for regulatory reasons.

48. Federal regulations require banks to send periodic statements on all accounts, including defaulted accounts, for any period during which interest or fees are added to the account. 12 C.F.R. §226.5(b)(2)(I) ("[a] periodic statement need not be sent for an account if the

creditor deems it uncollectible, if delinquency collection proceedings have been instituted, if the creditor has charged-off the account in accordance with loan-loss provisions and will not charge any additional fees or interest on the account. . . .”). Banks generally prefer to waive the interest and save the expense of preparing and sending statements.

49. Cavalry engages in a practice of adding interest to credit card debts after the assignor bank has waived the interest. Specifically, Cavalry adds interest for the period between charge-off and its purchase of the debt.

50. This addition of interest for this time period is improper. As assignee, Cavalry could only take what Bank of America could give. If Bank of America waived the right to add interest post-charge-off, Cavalry acquired the debt (if at all) subject to that waiver.

#### **CLASS ALLEGATIONS**

51. Ms. Spence brings this claim on behalf of a class, pursuant to Mass. R. Civ. P. 23, and/or M.G.L. c. 93A, § 9(2).

52. The class consists of (a) all individuals in Massachusetts; (b) whose debt Cavalry purchased; (c) the owner of the debt had ceased adding interest to it prior to Cavalry’s purchase; (d) Cavalry added interest for a period prior to the date it purchased the debt; and (e) Cavalry sought to collect such additional interest, and/or reported a balance including such interest to a credit reporting agency.

53. The class is so numerous that joinder of all members is not practicable.

54. On information and belief, there are hundreds if not thousands of class members.

55. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:



- a. Whether a debt buyer can retroactively charge interest on an account it has purchased when the prior owner waived such interest;
- b. Whether Cavalry engages in a practice of adding or suing for such retroactive interest, or claiming the right to do so;
- c. Whether the interest was waived by the prior owner;
- d. Whether the proper interest rate was applied;
- e. Whether inaccurate balance information was reported to credit reporting agencies;
- f. Whether Cavalry's practices are unfair or deceptive under M.G.L. c. 93A;
- g. Whether such conduct violates the FDCPA and/or state law.

56. Ms. Spence's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

57. Ms. Spence will fairly and adequately represent the class members. Ms. Spence has retained counsel experienced in class actions and FDCPA litigation.

58. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible;
- b. Members of the class are likely to be unaware of their rights;
- c. Congress intended class actions to be the principal enforcement mechanism under the FDCPA.

#### **COUNT I – FDCPA**

59. The addition of unauthorized interest to debts is both a deceptive collection practice, in violation of 15 U.S.C. §§1692e, 1692e(2), 1692e(5), and 1692e(10), and an unfair collection practice, in violation of 15 U.S.C. §§1692f and 1692f(1).

60. The reporting to credit reporting agencies of amounts not legally owed violates 15 U.S.C. §§1692e.

61. As a result of Defendants' violations of the FDCPA, Ms. Spence and class members are entitled to actual and statutory damages pursuant to 15 U.S.C. § 1692k(a)(1), (2)(A), in an amount to be determined at trial by a jury; and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from both Defendants.

#### **COUNT II – MASSACHUSETTS CREDIT REPORTING**

62. The reporting of false information to credit bureaus violates M.G.L. c. 93, § 54A.

63. Cavalry willfully and/or negligently violated c. 93, § 54A when it reported balances to the credit bureaus that included unauthorized interest.

64. As a result of Cavalry's violations of c. 93, § 54A, it is liable for actual damages, punitive damages, in amounts to be determined at trial, and attorney's fees and costs, pursuant to c. 93 §§ 63 and 64.

#### **COUNT III – DECLARATORY AND EQUITABLE RELIEF**

65. Cavalry regularly (a) adds unauthorized interest to debts; (b) demands payment of such unauthorized interest; and (c) reports such unauthorized interest to credit bureaus.

#### **COUNT IV – VIOLATION OF CHAPTER 93A**

66. By the conduct complained of, Cavalry engaged in unfair and deceptive practices when it added interest that was not owed to class members' accounts, reported such interest as a valid debt to credit reporting agencies, and sought to collect such interest. As a result thereof, Ms. Spence and class members have been damaged in an amount to be determined at trial.

67. Cavalry's unfair and deceptive practices include the violations of the FDCPA cited above, and the following without limitation:

- Attempting to collect debts while unlicensed and unbonded, in violation of M.G.L. c. 93, §§ 24-28, 49, and c. 93A;
- Attempting to collect a debt in an unfair, deceptive or unreasonable manner, in violation of M.G.L. c. 93, § 49, and c. 93A;

- The reporting of false information to credit bureaus in violation of M.G.L. c. 93, §§ 54A, and 68;
- The use of false, deceptive, or misleading representation or means in connection with the collection of any debt, including but not limited to: the threat to take any action that cannot legally be taken; the false representation of the character, amount, or legal status of any debt; or communicating to any person credit information which is known or which should be known to be false, 209 C.M.R. 18.16 (2), (5), (8);
- The use of unfair or unconscionable means to collect or attempt to collect a debt, including but not limited to: the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law. 209 C.M.R. 18.17 (1).

68. Cavalry's actions were willful and knowing within the meaning of M.G.L. c. 93A, § 9(3).

69. On March 13, 2014 Ms. Spence sent a demand pursuant to M.G.L. c. 93A, § 9(3) to Cavalry, demanding relief for Cavalry's practices, on behalf of herself and a class of similarly situated individuals in Massachusetts. A copy is attached as Exhibit M. Cavalry failed to make a reasonable offer in response, offering no relief whatsoever to the putative class.

### **RELIEF REQUESTED**

**WHEREFORE**, Ms. Spence respectfully requests that this Court enter judgment in her favor and that of the class and against the defendants for:

- (1) Statutory damages;
- (2) Actual damages equal to any unauthorized interest paid with pre-judgment interest thereon, doubled or trebled;
- (3) A credit for any unauthorized interest assessed;
- (4) Attorneys' fees, litigation expenses and costs of suit;
- (5) Compensatory, nominal and punitive damages;

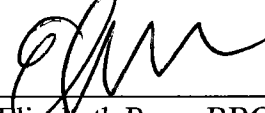
- (6) A declaration that Cavalry may not add interest to a debt for a period prior to its alleged ownership of the debt where such interest had not been added by the owner of the debt at that time;
- (7) An injunction prohibiting Cavalry from demanding such interest or reporting such interest to credit bureaus, and requiring Cavalry to correct any credit reports already made to delete all unauthorized interest;
- (8) Such other and further relief as is appropriate.

**TRIAL BY JURY IS DEMANDED.**

Respectfully submitted

**ANDRÉA SPENCE,**

By her attorneys:



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Elizabeth Ryan, BBO #549632

John Roddy, BBO #424240

Bailey & Glasser LLP

125 Summer Street, Suite 1030

Boston, MA 02110

Telephone: (617) 439-6730

Fax: (617) 951-3954

eryan@baileyglasser.com

jroddy@baileyglasser.com

Date: May 9, 2014

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***EXHIBIT A***

**FIA CARD SERVICES™**  
www.FIAEasyPay.com

***You have less than 15 days to work with us ...***

ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN, MA 02130-0035

August 13, 2009

Account No.: 374322030494682

Dear Andrea C Spence,

Your FIA Card Services, N.A. account balance of \$21,472 is scheduled to be written off as a bad debt this month. For the next seven years, any potential employer, mortgage company, car dealership, or creditor may be able to see this bad debt on your credit file.

Failure to set up payment arrangements by August 20, 2009 may result in your account balance being written off as a bad debt, and FIA Card Services, N.A. may consider taking one of the following actions:

- Selling or placing your account(s) with a third-party collection agency FIA Card Services, N.A. will grant permission to a third-party collection agency to attempt to collect and liquidate your accounts.
- Referring your account(s) to an attorney for legal action If a claim is filed against you and FIA Card Services, N.A. is granted an award, our counsel would then seek to enforce the award against you under applicable law.
- Retaining your account for further collection efforts Even after FIA Card Services, N.A. writes your accounts off as a bad debt, we will continue to contact you to collect your balance and liquidate your accounts.

You can prevent this from happening! Call by August 20, 2009 at 1-866-441-2294 and we will work with you to make long term payment arrangements.

Sincerely,

Customer Assistance department

P.S. You may still be able to take advantage of the previous offers we have provided, but you need to call by August 20, 2009!

**Please call 1-866-441-2294 today!**

Monday to Friday 8:00 A.M. to 9:00 P.M. or  
Saturday 8:00 A.M. to Noon  
(Eastern time)

182MEOPTNNAFCTCC

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***EXHIBIT B***

**FIA CARD SERVICES™**

[www.FIAEasyPay.com](http://www.FIAEasyPay.com)

***This is Our Final Notice...***

ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN, MA 02130-0035

August 20, 2009

Account No.: 374322030494682

Dear Andrea C Spence,

This is our final notice to you regarding the above-referenced account. Please contact us by 10:00 P.M. Eastern time on August 28, 2009. If you do not contact us, this account will be written off as a bad debt. Once your account is written off, it may be placed for further collection by FIA Card Services, N.A. or sold to a third party to recover the full balance.

In the event that your account is sold to a third party, they will continue to collect this balance from you and liquidate the account. This can be done in various ways such as phone calls, letters, and possibly legal action. You will no longer have the opportunity to work out the specific payment arrangements that FIA Card Services, N.A. has tried to resolve with you over the past several months. Remember, FIA Card Services, N.A. has had a long relationship with you, the third party who will handle your account has not.

**Only you can prevent this from happening by calling 1-888-755-1566 and making a qualifying payment before 10:00 P.M. p.m. Eastern time. Time is running out!**

**Please call 1-888-755-1566, Monday to Friday 8:00 A.M. to 9:00 P.M. or Saturday 8:00 A.M. to Noon (Eastern time). Our knowledgeable associates are ready to assist you.**

Sincerely,

Customer Assistance department

P.S. If you choose not to make payment arrangements, your relationship with FIA Card Services, N.A. will be terminated, however, you will still be responsible for this debt. In addition, until the year 2016, any potential employer, mortgage company, car dealership, or creditor will be able to see this bad debt on your credit file.

183MEFINN1FFCTCC



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***EXHIBIT C***

# AllianceOne

Receivables Management, Inc.

4850 Street Rd. Suite 300  
Trevose PA 19053

↑ Please send all correspondence to the above address.

Telephone: 866-861-8471

September 8, 2009

Name : ANDREA C SPENCE

Account Number : 9379052 PIN : N/A

Client Reference Number : 374322999723006

Client : BANK OF AMERICA

Your account has been referred to our office for Collections.

If this has been an oversight on your behalf, mail the balance in full to our office. If you are experiencing financial difficulties, call our office and a representative will assist you in negotiating a suitable arrangement.

The total account balance as of the date of this letter is shown below. Your account balance may increase because of interest or other charges, if so provided in your agreement with your creditor.

Telephone: 866-861-8471

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

By sending us a check or giving us your checking account information for payment, you authorize AllianceOne to collect funds electronically, in which case your check may not be returned to you. We can also arrange for a direct debit from your checking account.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

## NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.  
MASSACHUSETTS OFFICE HOURS ARE 8AM TO 8PM M-TH, 8AM TO 5PM FRI, 8AM TO 12 NOON SAT.

✂ Detach Bottom Portion And Return With Payment ✂



PO BOX 510987  
LIVONIA MI 48151-6987  
RETURN SERVICE REQUESTED

↑ Mail return address only; send no letters

To contact us regarding your account, call:  
866-861-8471

AllianceOne

Regarding		
BANK OF AMERICA		
Client Reference Number	Balance	Amount Enclosed
374322999723006	\$21355.66	\$

↓ Please make check or money order payable to:

S-ONAMFC10 L-3004 A-9379052 O-BAM  
POVEO500804259 ID4263

ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN MA 02130-0035



ALLIANCEONE RECEIVABLES MANAGEMENT INC.  
PO BOX 3100  
SOUTHEASTERN PA 19398-3100



BAM 0374322999723006 09379052 &amp; 00000000 0002135566 0000000000 5

# AllianceOne

Receivables Management, Inc.

4850 Street Rd. Suite 300  
Trevose PA 19053

↑ Please send all correspondence to the above address

Telephone: 866-861-8471  
November 16, 2009

Name : ANDREA C SPENCE  
Account Number : 9379052 PIN : N/A  
Client Reference Number : 374322999723006  
Client : BANK OF AMERICA

Your account has been referred to our office for Collections.

If this has been an oversight on your behalf, mail the balance in full to our office. If you are experiencing financial difficulties, call our office and a representative will assist you in negotiating a suitable arrangement.

Telephone: 866-861-8471

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

By sending us a check or giving us your checking account information for payment, you authorize AllianceOne to collect funds electronically, in which case your check may not be returned to you. We can also arrange for a direct debit from your checking account.

As of the date of this letter, you owe \$21355.66. Your account balance may be periodically increased due to the addition of accrued interest or other charges if so provided in your agreement with your original creditor.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

## NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

MASSACHUSETTS OFFICE HOURS ARE 8AM TO 8PM M-TH, 8AM TO 5PM FRI, 8AM TO 12 NOON SAT.

✂ Detach Bottom Portion And Return With Payment ✂



PO BOX 510987  
LIVONIA MI 48151-6987  
RETURN SERVICE REQUESTED

↑ Mail return address only; send no letters

S-DNAMFC10 L-3004 A-9379052 O-BAM  
POXIMV00301072 I01077

ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN MA 02130-0035



To contact us regarding your account, call:  
866-861-8471

AllianceOne  
Receivables Management, Inc.

Regarding		
BANK OF AMERICA		
Client Reference Number	Balance	Amount Enclosed
374322999723006	\$21355.66	\$ .

↓ Please make check or money order payable to:

ALLIANCEONE RECEIVABLES MANAGEMENT INC.  
PO BOX 3100  
SOUTHEASTERN PA 19398-3100



BAM 0374322999723006 09379052 & 00000000 0002135566 0000000000 5

4285 Genesee Street  
Cheektowaga, NY 14225-1943

**NORTHSTAR  
LOCATION SERVICES, LLC**

1-866-328-8252  
Hours Mon-Thur 8AM-10PM EST,  
Fri 8AM-8PM, Sat 8AM-4PM EST

August 6, 2010

<b>Creditor:</b>	Bank of America, N.A.
<b>Account Number:</b>	*****3006
<b>Balance Due:</b>	\$21,355.66
<b>Amount Remitted:</b>	\$

201000000708569-LT1

\*A-01-LA2-AM-14968-69



ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN MA 02130-0035



NORTHSTAR LOCATION SERVICES, LLC  
ATTN: FINANCIAL SERVICES DEPT.  
4285 GENESEE ST  
CHEEKTOWAGA NY 14225-1943



To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Bank of America, N.A.	*****3006	\$21,355.66	

The above account has been referred to our office by Bank of America, N.A.. Your account is listed as delinquent with a total amount due of \$21,355.66.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt to be valid. If you notify this office in writing within 30 days of receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-328-8252
- MoneyGram ExpressPayment
- Debit Card
- Web Pay at [www.gotonls.com](http://www.gotonls.com)
- Pay in person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-866-328-8252 or direct dial our Remittance Department at 1-866-328-8252 to make your payment.

**NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO NORTHSTAR LOCATION SERVICES, LLC.**

Massachusetts Office Location: 49 Winter Street Weymouth, MA 02188

Hours: Mon-Thurs 9AM-6PM EST



Payment website: <https://www.gotonls.com>

4285 Genesee Street  
Cheektowaga, NY 14225-1943

**NORTHSTAR  
LOCATION SERVICES, LLC**

1-866-328-8252  
Hours Mon-Thur 8AM-10PM EST,  
Fri 8AM-8PM, Sat 8AM-4PM EST

September 7, 2010

<b>Creditor:</b>	Bank of America, N.A.
<b>Account Number:</b>	*****3006
<b>Balance Due:</b>	\$21,355.66
<b>Amount Remitted:</b>	\$

20100000708569-B5N

\*A-01-8PD-AM-00802-4



ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN MA 02130-0035



NORTHSTAR LOCATION SERVICES, LLC  
ATTN: FINANCIAL SERVICES DEPT.  
4285 GENESEE ST  
CHEEKTOWAGA NY 14225-1943



To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Bank of America, N.A.	*****3006	\$21,355.66	

Northstar Location Services, LLC would like to work with you in an effort to resolve the balance on the above account. We are willing to accept bi-weekly payments to be applied toward the outstanding balance. Should you wish to take advantage of this option, you must call our office by no later than 09/22/10.

You may also qualify for a hardship settlement for an amount less than the balance due. Feel free to contact our office at 1-866-328-8252 to discuss this option with one of our representatives.

Bank of America may be required by law to report this settlement to one or more taxing authorities. The Bank makes no representation about tax consequences this may have or any reporting requirements that may be imposed on the Bank. You should consult independent tax counsel of your own choosing if you desire advice about any tax consequences which may result from this settlement.

Please be advised that if this item does not clear through your bank, this settlement offer will be considered null and void.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-328-8252
- MoneyGram ExpressPayment
- Debit Card
- Web Pay at [www.gotonls.com](http://www.gotonls.com)
- Pay in person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-866-328-8252 or direct dial our Remittance Department at 1-866-328-8252 to make your payment.

**NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO NORTHSTAR LOCATION SERVICES, LLC.**

Massachusetts Office Location: 49 Winter Street Weymouth, MA 02188 Hours: Mon-Thurs 9AM-6PM EST



Payment website: <https://www.notonls.com>

4285 Genesee Street  
Cheektowaga, NY 14225-1943

**NORTHSTAR  
LOCATION SERVICES, LLC**

1-866-328-8252  
Hours Mon-Thur 8AM-10PM EST,  
Fri 8AM-8PM, Sat 8AM-4PM EST

September 27, 2010

<b>Creditor:</b>	Bank of America, N.A.
<b>Account Number:</b>	*****3006
<b>Balance Due:</b>	\$21,355.66
<b>Amount Remitted:</b>	\$

201000000708569-LT2

\*A-014MJ3-AM-00234-2



ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN MA 02130-0035



NORTHSTAR LOCATION SERVICES, LLC  
ATTN: FINANCIAL SERVICES DEPT.  
4285 GENESEE ST  
CHEEKTOWAGA NY 14225-1943



To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Bank of America, N.A.	*****3006	\$21,355.66	

Dear ANDREA C SPENCE:

Our records indicate we recently sent you a letter, but we have not received a response. We would like to assist you by customizing a payment arrangement based on your specific financial needs. Should you wish to take advantage of this assistance option, you must contact us immediately. We look forward to hearing from you.

Feel free to contact our office to negotiate a payment or detach and submit the top portion of this letter along with your payment immediately. If you prefer to take advantage of our Check-by-phone or Master Card/Visa, contact our office at 1-866-328-8252 to make arrangements.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-328-8252
- MoneyGram ExpressPayment
- Debit Card
- Web Pay at [www.gotonls.com](http://www.gotonls.com)
- Pay in person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-866-328-8252 or direct dial our Remittance Department at 1-866-328-8252 to make your payment.

**NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO NORTHSTAR LOCATION SERVICES, LLC.**

Massachusetts Office Location: 49 Winter Street Weymouth, MA 02188 Hours: Mon-Thurs 9AM-6PM EST



Payment website: <https://www.gotonls.com>

PO BOX 15630  
DEPT 27  
WILMINGTON DE 19850



Calls to or from this company may be monitored  
or recorded for quality assurance.

## NCO FINANCIAL SYSTEMS INC

507 Prudential Road, Horsbarn, PA 19044

1-800-218-1175

OFFICE HOURS:

8AM-9PM MON THRU THURSDAY

8AM-5PM FRIDAY

8AM-12PM SATURDAY

Jan 8, 2011



4754-79

FUH002

ANDREA C SPENCE

25 TOWER ST

JAMAICA PLAIN MA 02130-3704

CREDITOR: BANK OF AMERICA/MBNA  
CREDITOR'S ACCOUNT #: 37432299723006  
REGARDING: PAST DUE BALANCE  
CURRENT BALANCE DUE: \$ 21355.66

### \*\*\*Tax Season Offer\*\*\*

Doesn't everyone love getting a tax return from all of their hard work? It's a time of year to make headway with your finances and eliminate debt. You can put that refund to good use. Take the first step by accepting this special Tax Season offer TODAY!

NCO Financial Systems, Inc. wants to offer you a quick way to settle your account. We can accept \$12813.40 as a lump sum of the above amount. This way you can resolve your account and use the savings however you want! You have worked hard all year to earn that refund, so put it to good use.

This offer will expire 45 days after the above date. If you are unable to take advantage of this offer or you are not getting a refund check, please call us and speak to one of our trained representatives who will work with you to try and establish an alternative re-payment plan. Our representatives have successfully assisted individuals in similar financial situations and are available during the hours listed above.

Mail your payment along with the payment coupon, or a copy thereof, or call us at 1-800-218-1175.

You may also make payment by visiting us online at [www.ncofinancial.com](http://www.ncofinancial.com). Your unique registration code is CFUH0022-78FD1H.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)

MA ADDR: 10 NEW ENGLAND BUSINESS CENTER DR, STE 204  
ANDOVER, MA 01810. OFC HRS: 8:00AM-5:00PM MON-FRIDAY  
SEE BACK OF PAGE FOR A NOTICE OF IMPORTANT RIGHTS

Our Account #	Current Balance Due
FUH002	\$ 21355.66

ANDREA C SPENCE

Payment Amount



\$

Check here if your address or phone number has  
changed and provide the new information below

Make Payment To:



NCO FINANCIAL SYSTEMS

PO BOX 17080

WILMINGTON DE 19850-7080

NCOP E4  
79

012700FUH00240000002700000000021355663

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***EXHIBIT D***



PO BOX 15630  
DEPT 27  
WILMINGTON DE 19850



Calls to or from this company may be monitored  
or recorded for quality assurance.

## NCO FINANCIAL SYSTEMS INC

507 Prudential Road, Horsham, PA 19044

1-800-218-1175

OFFICE HOURS:

8AM-9PM MON THRU THURSDAY

8AM-5PM FRIDAY

8AM-12PM SATURDAY

Jan 8, 2011



4754-79

FUH002

ANDREA C SPENCE

25 TOWER ST

JAMAICA PLAIN MA 02130-3704

CREDITOR: BANK OF AMERICA/MBNA  
CREDITOR'S ACCOUNT #: 37432299723006  
REGARDING: PAST DUE BALANCE  
CURRENT BALANCE DUE: \$ 21355.66

### \*\*\*Tax Season Offer\*\*\*

Doesn't everyone love getting a tax return from all of their hard work? It's a time of year to make headway with your finances and eliminate debt. You can put that refund to good use. Take the first step by accepting this special Tax Season offer TODAY!

NCO Financial Systems, Inc. wants to offer you a quick way to settle your account. We can accept \$12813.40 as a lump sum of the above amount. This way you can resolve your account and use the savings however you want! You have worked hard all year to earn that refund, so put it to good use.

This offer will expire 45 days after the above date. If you are unable to take advantage of this offer or you are not getting a refund check, please call us and speak to one of our trained representatives who will work with you to try and establish an alternative re-payment plan. Our representatives have successfully assisted individuals in similar financial situations and are available during the hours listed above.

Mail your payment along with the payment coupon, or a copy thereof, or call us at 1-800-218-1175.

You may also make payment by visiting us online at [www.ncofinancial.com](http://www.ncofinancial.com). Your unique registration code is CFUH0022-78FD1H.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)

MA ADDR:10 NEW ENGLAND BUSINESS CENTER DR, STE 204  
ANDOVER,MA 01810. OFC HRS:8:00AM-5:00PM MON-FRIDAY  
SEE BACK OF PAGE FOR A NOTICE OF IMPORTANT RIGHTS

Our Account #	Current Balance Due
FUH002	\$ 21355.66

ANDREA C SPENCE

Payment Amount



\$

Check here if your address or phone number has  
changed and provide the new information below

Make Payment To:



NCO FINANCIAL SYSTEMS

PO BOX 17080

WILMINGTON DE 19850-7080

NCOP E4  
79

012700FUH00240000002700000000021355663

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***EXHIBIT E***

Redacted

**BANK OF AMERICA #3743229972\*\*\*\*** (PO BOX 982235, EL PASO, TX 79998-2235, Phone number not available)

<b>Date Opened:</b>	12/02/1993	<b>Balance:</b>	\$0	<b>Pay Status:</b>	»Charged Off
<b>Responsibility:</b>	Individual Account	<b>Date Updated:</b>	11/18/2011	<b>Date Closed:</b>	05/08/2009
<b>Account Type:</b>	Revolving Account	<b>Payment Received:</b>	\$0	<b>Date Paid:</b>	01/05/2009
<b>Loan Type:</b>	CREDIT CARD	<b>Last Payment Made:</b>	01/05/2009	»Maximum Delinquency of 120 days in 06/2009	
		<b>High Balance:</b>	\$21,472	and in 08/2009	
		<b>Original Charge-off:</b>	\$21,355		
		<b>Credit Limit:</b>	\$19,900		

Remarks: PURCHASED BY ANOTHER LENDER; »UNPAID BALANCE CHARGED OFF

Estimated month and year that this item will be removed: 02/2016

	10/2011	09/2011	08/2011	07/2011	06/2011	05/2011	04/2011	03/2011	02/2011	01/2011	12/2010	11/2010
Rating	X	X	X	X	X	X	X	X	X	X	X	X
	10/2010	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010	03/2010	02/2010	01/2010	12/2009	11/2009
Rating	N/R	N/R	N/R	N/R	N/R	N/R	N/R	N/R	N/R	N/R	N/R	N/R

To dispute online go to: <http://transunion.com/disputeonline>

Page: 3 of 7

Consumer Credit Report for ANDREA C. SPENCE

File Number: 327270439 Date Issued: 11/14/2013

	10/2009	09/2009	08/2009	07/2009	06/2009	05/2009	04/2009	03/2009	02/2009	01/2009	12/2008	11/2008				
Rating	N/R	6/0	120	120	120	99	60	30	OK	OK	OK	OK				
	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008	04/2008	03/2008	02/2008	01/2008	12/2007	11/2007	10/2007	09/2007	08/2007	07/2007
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	06/2007	05/2007	04/2007	03/2007	02/2007	01/2007	12/2006	11/2006	10/2006	09/2006	08/2006	07/2006	06/2006	05/2006	04/2006	03/2006
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	02/2006	01/2006	12/2005	11/2005	10/2005	09/2005	08/2005	07/2005	06/2005	05/2005	04/2005	03/2005	02/2005	01/2005		
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		

Redacted

Satisfactory Accounts

Redacted

To dispute online go to: <http://transunion.com/disputeonline>

Prepared for: **ANDREA C SPENCE**  
Date: **November 25, 2013**  
Report number: **0496-1621-95**



The most common items in this section are late payments, accounts that have been charged off or sent to collection, bankruptcies, liens, and judgments. It also may contain items that are not necessarily negative, but that a potential creditor might want to review more closely, such as an account that has been settled or transferred. This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies and unpaid tax liens, which may remain for up to 10 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been paid due remain up to 10 years after the date the account was transferred.

### Payment history legend

Current/Terms of agreement met	VS	Voluntarily surrendered
Account 30 days past due	R	Repossession
Account 60 days past due	PBC	Paid by creditor
Account 90 days past due	IC	Insurance claim
Account 120 days past due	G	Claim filed with government
Account 150 days past due	D	Defaulted on contract
Account 180 days past due	C	Collection
Creditor received deed	CO	Charge off
Foreclosure proceedings started	CLS	Closed
Foreclosed	ND	No data for this time period

**BANK OF AMERICA**  
PO BOX 982235  
EL PASO TX 79998  
No phone number available  
Partial account number  
37432299972...  
Address identification number  
0595262479

## Responsibility

**Status** Individual  
Closed. \$21,355 written off.  
**Creditor's statement** "Purchased by another lender."

### Recent balance

Not reported  
Nov 2011

**Credit limit or original amount**

**original amount**  
**\$19,900**  
**High balance**  
**\$21,472**

## Type

Credit card	
<b>Terms</b>	
Not reported	
<b>Monthly</b>	
payment	
Not reported	

**Date opened**

Dec 1993	First reported	Jan 2002	Date of status	Nov 2011
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**BANK OF AMERICA**  
PO BOX 982235  
EL PASO TX 79998

No phone number available  
Partial account number  
37432299972...  
Address identification number

### Payment history

2011	2010					2009					2008				
MAY	APR	MAR	FEB	JAN	MAY	APR	MAR	FEB	JAN	MAY	APR	MAR	FEB	JAN	
21	20	19	18	17	22	21	20	19	18	23	22	21	20	19	
24	23	22	21	20	25	24	23	22	21	26	25	24	23	22	
27	26	25	24	23	28	27	26	25	24	29	28	27	26	25	
30	29	28	27	26	31	30	29	28	27	32	31	30	29	28	
33	32	31	30	29	34	33	32	31	30	35	34	33	32	31	
36	35	34	33	32	37	36	35	34	33	38	37	36	35	34	
39	38	37	36	35	40	39	38	37	36	41	40	39	38	37	
42	41	40	39	38	43	42	41	40	39	44	43	42	41	40	
45	44	43	42	41	46	45	44	43	42	47	46	45	44	43	
48	47	46	45	44	49	48	47	46	45	50	49	48	47	46	
51	50	49	48	47	52	51	50	49	48	53	52	51	50	49	
54	53	52	51	50	55	54	53	52	51	56	55	54	53	52	
57	56	55	54	53	58	57	56	55	54	59	58	57	56	55	
60	59	58	57	56	61	60	59	58	57	62	61	60	59	58	
63	62	61	60	59	64	63	62	61	60	65	64	63	62	61	
66	65	64	63	62	67	66	65	64	63	68	67	66	65	64	
69	68	67	66	65	70	69	68	67	66	71	70	69	68	67	
72	71	70	69	68	73	72	71	70	69	74	73	72	71	70	
75	74	73	72	71	76	75	74	73	72	77	76	75	74	73	
78	77	76	75	74	79	78	77	76	75	80	79	78	77	76	
81	80	79	78	77	82	81	80	79	78	83	82	81	80	79	
84	83	82	81	80	85	84	83	82	81	86	85	84	83	82	
87	86	85	84	83	88	87	86	85	84	89	88	87	86	85	
90	89	88	87	86	91	90	89	88	87	92	91	90	89	88	
93	92	91	90	89	94	93	92	91	90	95	94	93	92	91	
96	95	94	93	92	97	96	95	94	93	98	97	96	95	94	
99	98	97	96	95	100	99	98	97	96	101	100	99	98	97	
102	101	100	99	98	103	102	101	100	99	104	103	102	101	100	
105	104	103	102	101	106	105	104	103	102	107	106	105	104	103	
108	107	106	105	104	109	108	107	106	105	110	109	108	107	106	
111	110	109	108	107	112	111	110	109	108	113	112	111	110	109	
114	113	112	111	110	115	114	113	112	111	116	115	114	113	112	
117	116	115	114	113	118	117	116	115	114	119	118	117	116	115	
120	119	118	117												

Redacted

Redacted  
Redacted

**Phone number**

Redacted  
Partial account number

**Used by**

ected

## Date opened

Redacted  
First reported

## Type

Redacted  
Terms

### Credit limit of

**original amount**

### Recent balance

Redacted

## Responsibility

Redacted  
Status  
Redacted  
Redacted  
Creditor's statement  
Redacted



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***EXHIBIT F***

PO Box 1017  
Hawthorne, NY 10532

14 17 00001691  
940602



Phone: 1-800-501-0909 • FAX: 1-914-347-1973

[www.cavalryportfolioservices.com](http://www.cavalryportfolioservices.com)



December 6, 2011

RE: Original Institution: Bank of America/FIA Card Services, N.A.  
Original Account No.: 374322030494682  
Cavalry Account No.: 17025153  
Outstanding Balance: \$26,794.32



ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN, MA 02130-0035

**35% DISCOUNT OFFER  
YOU PAY ONLY \$17,416.31**

Dear ANDREA C SPENCE

This letter serves as notice that the above referenced account has been purchased by Cavalry SPV I, LLC from FIA Card Services, N.A., and has been referred to Cavalry Portfolio Services, LLC ("Cavalry") for collection.

It is important that you:

- ▶ Contact us to arrange repayment terms (however, see your validation rights below).
- ▶ Forward all future payments to the address listed below on the payment coupon in order to ensure proper credit and avoid delays in payment posting.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid.

If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions or would like to discuss payment solutions you may speak to a Customer Service Representative to resolve your account by calling us toll free at (866) 842-2603.

Sincerely,

Oscar J. Chelf

**THIS OFFER EXPIRES 45 DAYS FROM THE DATE OF THIS CORRESPONDENCE**

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.  
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS**

**35% DISCOUNT  
PAYMENT COUPON**

Please detach and return this portion with your payment in the enclosed envelope. Be sure the address below shows through the return envelope window.

Make Checks and Money Orders Payable to  
Cavalry Portfolio Services, LLC.

ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN, MA 02130-0035



**Cavalry Portfolio Services, LLC**  
PO Box 27288  
Tempe, AZ 85285-7288

Cavalry Account No.: 17025153  
Outstanding Balance: \$26,794.32  
Settlement Amount: \$17,416.31

**NO CALLS ARE NECESSARY IF PAYMENT IS INCLUDED**

CAV823  
CAV.wtd\_v1  
940602



---

***EXHIBIT G***

PO Box 1017  
Hawthorne, NY 10532

11 00000075  
987091



February 7, 2012

RE: Original Institution: Bank of America/FIA Card Services, N.A.  
Original Account No.: 374322030494682  
Cavalry Account No.: 17025153  
Outstanding Balance: \$27,208.63



ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN, MA 02130-0035

**ARE YOU GETTING A TAX REFUND?  
WHY NOT USE IT TO TAKE ADVANTAGE  
OF ONE OF OUR GREAT OFFERS THIS YEAR.**



Cavalry wants you to get the most out of your tax refund this year by offering a **30%** discount to help pay your account.

Even if you didn't get a tax refund, you are still entitled to take advantage of this great offer.

That's right, you can settle your account right now for \$19,046.04. Simply mail your payment along with the coupon at the bottom of this page in the enclosed envelope.

If you prefer, you can also pay this off in 5 monthly installments of \$4,353.38. A Savings of 20%.

Please feel free to call us at (866) 842-2603 to discuss this or the many exciting payment programs available at Cavalry. You can also visit us online at [www.cavalryportfolioservices.com](http://www.cavalryportfolioservices.com) to make a payment or check account information.

Sincerely,  
Oscar J. Chelf

*This Offer Expires 30 Days From The Date Of This Correspondence.*

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.  
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS**

---

***EXHIBIT H***

PO Box 1017  
Hawthorne, NY 10532

3 3 00000298  
103600



August 10, 2012

RE: Original Institution: "Bank of America/FA Card Services, N.A."  
Original Account No.: 374322030494682  
Cavalry Account No.: 17025153  
Outstanding Balance: \$28,425.26



ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN, MA 02130-0035

## SUMMER SAVINGS PROGRAM

Dear ANDREA C SPENCE

At Cavalry, we know how important it is to stretch every dollar as far as you can. That's why we've come up with a special **SUMMER SAVINGS PROGRAM** that will help you to pay off this debt.

**20% INSTANT DISCOUNT**

**PAY ONLY**  
**\$22,740.21**

**10% DISCOUNT OFFER**

**5 EASY INSTALLMENTS OF**  
**\$5,116.55**

Please **call us today at 866-884-0799 to discuss this fantastic offer, and the many other payment plan options** that Cavalry has available to assist you in paying off your account.

If you would like to pay your account via our secure website, or to receive future offers by email, please visit us at **<https://payments.cavalryportfolioservices.com>**.

Sincerely,  
Judy Rahlf

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR. SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS**

---

***EXHIBIT I***

PO Box 520  
Valhalla, NY 10595

4 10 00001124  
162224



Phone: (866) 883-0399

[www.cavalryportfolioservices.com](http://www.cavalryportfolioservices.com)



October 18, 2012

RE: Original Institution: Bank of America/FIA Card Services, N.A.  
Original Account No.: 374322030494682  
Cavalry Account No.: 17025153  
Outstanding Balance: \$28,879.03



ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN, MA 02130-0035

BoA / AMEX

## FRESH START PROGRAM

Dear ANDREA C SPENCE,

At Cavalry, we recognize the importance of your overall financial health during these difficult economic times.

Consumers are taking control of their finances by spending less and paying down debt.

Cavalry would like to help you by offering a **30% discount** to pay down your debt, and get you back on the road to financial recovery.

If you prefer, you may also choose a **20% discount and pay in 5 monthly installments of \$4,620.64.**

If you would like to pay your account via our secure web site, or check account information, please visit us at <https://payments.cavalryportfolioservices.com>

If these offers don't fit into your current budget, please call us at (866) 883-0399 and we will work with you to tailor a solution that falls within your finances.

**30% DISCOUNT**  
**PAY ONLY**  
**\$20,215.32**

OR

**20% DISCOUNT**  
**PAY ONLY**  
**5 INSTALLMENTS OF**  
**\$4,620.64**

This offer expires thirty days from the date of this letter. We are not obligated to renew this offer.

Sincerely,  
Cavalry Portfolio Services, LLC

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR. SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS

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***EXHIBIT J***

PO Box 520  
Valhalla, NY 10595

5 12 00001261  
214898



Phone: (800) 861-4839

[www.cavalryportfolioservices.com](http://www.cavalryportfolioservices.com)



December 26, 2012

RE: Original Institution: Bank of America/FIA Card Services, N.A.  
Original Account No.: 374322030494882  
Cavalry Account No.: 17025153  
Outstanding Balance: \$29,332.80



ANDREA C SPENCE  
PO BOX 300708  
JAMAICA PLAIN, MA 02130-0035

## FRESH START PROGRAM

Dear ANDREA C SPENCE,

At Cavalry, we recognize the importance of your overall financial health during these difficult economic times. Consumers are taking control of their finances by spending less and paying down debt.

Cavalry would like to help you by offering a **40% discount** to pay down your debt, and get you back on the road to financial recovery.

If you prefer, you may also choose a **30% discount and pay in 5 monthly installments of \$4,106.59.**

If you would like to pay your account via our secure web site, or check account information, please visit us at <https://payments.cavalryportfolioservices.com>

If these offers don't fit into your current budget, please call us at (800) 861-4839 and we will work with you to tailor a solution that falls within your finances.

**40% DISCOUNT  
PAY ONLY  
\$17,599.68**

OR

**30% DISCOUNT  
PAY ONLY  
5 INSTALLMENTS OF  
\$4,106.59**

This offer expires thirty days from the date of this letter. We are not obligated to renew this offer.

Sincerely,  
Cavalry Portfolio Services, LLC

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.  
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS

PAYMENT COUPON

Please detach and return this portion with your payment



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***EXHIBIT K***

Page: 3 of 7

Consumer Credit Report for ANDREA C. SPENCE

File Number: 327270439 Date Issued: 11/14/2013

Redacted

**CAVALRY PORTFOLIO SVCS #1702\*\*\*\*** (500 SUMMIT LAKE DR, STE 4A, VALHALLA, NY 10595, (800) 501-0909)

Placed for collection: 11/29/2011

Balance: \$29,977

Pay Status: &gt;In Collection&lt;

Responsibility: Individual Account

Date Updated: 11/11/2013

Account Type: Open Account

Last Payment Made: 01/05/2009

Loan Type: COLLECTION AGENCY/ATTORNEY

Original Amount: \$21,356

Original Creditor: BANK OF AMERICA (Banking)

Past Due: &gt;\$29,977&lt;

Remarks: &gt;PLACED FOR COLLECTION&lt;

Estimated month and year that this item will be removed: 02/2016

Redacted

**Satisfactory Accounts**

Redacted

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***EXHIBIT L***

35A RUST LANE  
BOERNE, TX 78006-8202



American Coradius International LLC  
Toll Free: 1-888-400-7808

December 5, 2013

6318438

1 AT \*A-02-283-AM-00515-3

NTC1M



ANDREA C SPENCE  
PO BOX 300706  
JAMAICA PLAIN MA 02130-0035



<b>Creditor:</b>	CAVALRY SPV I, LLC
<b>Original Creditor:</b>	BANK OF AMERICA/FIA CARD SERVICES,
<b>Account Number:</b>	374322030494682
<b>Account Balance:</b>	\$29,977.28
<b>Amount Remitted:</b>	\$

**Make Checks Payable to:**

AMERICAN CORADIUS INTERNATIONAL LLC  
2420 SWEET HOME RD STE 150  
AMHERST NY 14228-2244

PLEASE DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED

Creditor	Original Creditor	Account #	Account Balance
CAVALRY SPV I, LLC	BANK OF AMERICA/FIA CARD SERVICES, N.A.	374322030494682	\$29,977.28

Dear Andrea C Spence

We are writing to you regarding your CAVALRY SPV I, LLC account. This account has been placed with our office for collection.

As of the date of this letter you owe \$29,977.28. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence if you pay the amount shown above, an adjustment may be necessary after we receive your payment. If an adjustment is made, we may attempt to contact you again about the adjustment. For further information, write the undersigned or call 1-888-400-7808.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

Sincerely,

American Coradius International LLC  
A Professional Debt Recovery Agency

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Calls to or from this company may be monitored or recorded for quality assurance purposes.

MASSACHUSETTS LOCAL ADDRESS: 15 UNION ST. LAWRENCE, MA 01840

\*PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS\*

NOTICE OF IMPORTANT RIGHTS. YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN (10) DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN (7) DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

For your convenience you can now resolve this matter online. Logon to [www.acibillpay.com](http://www.acibillpay.com) to see the repayment options available to you.

You will need your 7 digit ACI reference number 6318438 available when you log in.

You can now make payment arrangements on your account using checking, credit card or debit card accounts.



Office Address: 2420 Sweet Home Rd Ste 150, Amherst NY 14228-2244  
Hours of Operation: Mon-Thurs: 8AM-9PM, Fri: 8AM-5PM, Sat: 8AM-12PM EST

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***EXHIBIT M***

BAILEY & GLASSER LLP

Lawyers  
Internet: [www.baileyglasser.com](http://www.baileyglasser.com)  
Phone (617) 439-6730 Fax (617) 951-3954  
125 Summer Street, Suite 1030  
Boston, MA 02110

March 13, 2014

*Via Certified Mail*

*Return Receipt Requested No. 9414 7102 0079 3047 8952 93*

Mr. Alfred Brothers, Chief Executive Officer  
Cavalry Portfolio Services, LLC  
500 Summit Lake Drive, Suite 400  
Valhalla, NY 10595

*Return Receipt Requested No. 9414 7102 0088 2116 2943 62*

Chief Executive Officer  
Cavalry SPV I, LLC  
500 Summit Lake Drive, Suite 400  
Valhalla, NY 10595

Re: *Demand for Relief Pursuant to Mass. Gen. Laws, c. 93A §9*  
*On Behalf of Andréa Spence and A Class of Similarly Situated Persons*

Dear Sir/Madam:

Please consider this a demand for relief pursuant to Massachusetts General Laws, Chapter 93A, made on behalf of Ms. Andréa Spence, to Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC (collectively "Cavalry"). Ms. Spence makes this demand on behalf of herself and a class of persons similarly situated. Ms. Spence and the class she seeks to represent have suffered damages caused by Cavalry's unfair and deceptive debt collection practices, which violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, M.G.L. c. 93 § 49, § 54A, and 68, c. 93A, and other applicable laws and regulations. The following summary describes these violations of law and provides Cavalry with an opportunity to settle this matter on a class-wide basis.

**Facts**

Since at least 2009, Cavalry has collected or attempted to collect debts from consumers in Massachusetts. Cavalry purchases, or claims to purchase, credit card debts from banks months or years after the bank has charged-off the debts. As a standard practice, and for a variety of sound business reasons, most banks waive interest on credit card debts after charge-off for as long as the debts are held by the banks. When Cavalry purchases a debt, it retroactively adds interest for the period prior to the date it allegedly became the owner of the debts, and during which the prior

owner had waived any right to collect interest. Specifically, Cavalry adds interest for the period between charge-off and the alleged purchase by Cavalry. Cavalry then seeks to collect this inflated lawsuits through written demands and lawsuits. It also engages in inaccurate credit reporting in an effort to collect such unauthorized interest.

Specifically, Cavalry reports an amount to the credit bureaus that includes interest for the period of time after charge-off and prior to sale of the account to a debt purchaser. The reporting is made to anyone who may see and use credit reports, including the consumer and other creditors.

The retroactive addition of previously waived interest is unlawful. An assignee steps into the shoes of the assignor as of the date the assignor sells the account, and has no right to retroactively reverse the assignor's business decision to not charge interest during a period when the assignee did not hold the account. Moreover, Cavalry continues to prospectively add interest to its purchased debts prospectively at an unknown rate, even though no agreement allows it to do so.

#### **Facts Relating to Andr  a Spence**

On or about August 13, 2009, Ms. Spence received a collection letter from FIA Card Services, N.A., on behalf of Bank of America, indicating an account balance of \$21,472. On or about August 20, 2009, FIA Card Services, N.A. sent Ms. Spence another collection letter on behalf of Bank of America which stated "This is Our Final Notice" and that the account was about to be written off as bad debt. The letter further stated that once the account was written off, it would be sold to a third party and the third party would continue to collect this balance. Bank of America charged-off Ms. Spence's account in September 2009 in the amount of \$21,355 and reported that amount to the three credit reporting agencies, but it retained the account until November 2011.

Beginning in September 2009 through January 2011, Ms. Spence received at least six letters from a series of debt collectors seeking to collect the alleged debt on behalf of Bank of America, all stating an unchanging Balance Due of \$21,355.66.

The final letter in this series was sent on January 8, 2011, by NCO Financial Systems Inc. on behalf of Bank of America. The letter stated that the Current Balance Due on the alleged debt on January 8, 2011 was \$21,355.66.

In November, 2011, Bank of America reported to the three credit reporting agencies that the charge-off amount for this account was \$21,355, and the High Balance was \$21,472.

In November 2011, Bank of America sold the account to Cavalry.

On or about December 6, 2011, Cavalry Portfolio Services, LLC sent Ms. Spence a collection letter on behalf of Cavalry SPV I, LLC, stating that it had purchased the alleged Bank of America credit card account, and that the Current Balance now due was \$ \$26,794.32. The

balance had increased by \$5,438.66 in only one month. Such an increase would involve an interest rate in excess of 100% and is not authorized on any credit card issued by Bank of America and its affiliates.

Calvary then proceeded to send collection letters with ever increasing balances, adding interest at an unknown rate. On February 7, 2012, Cavalry sent Ms. Spence a collection letter, which stated the amount of the debt as \$27,208.62. On August 10, 2012, Cavalry sent Ms. Spence a collection letter, which stated the amount of the debt as \$28,425.26. October 18, 2012, Cavalry sent Ms. Spence a collection letter, which stated the amount of the debt as \$28,879.03. On December 26, 2012, Cavalry sent Ms. Spence a collection letter, which stated the amount of the debt as \$29,332.80. There was no agreement between Ms. Spence and Cavalry authorizing the imposition of interest.

In November 2013, Cavalry reported the debt to Experian, Equifax and Trans Union in the amount of \$29,977. Cavalry continues to report this alleged debt.

On or about December 5, 2013 and January 10, 2013, American Coradius International LLC (ACI) sent Ms. Spence collection letters on behalf of Cavalry SPV I, LLC. Both letters stated the amount of the debt as \$29,977.28.

Cavalry added interest at unknown rates for periods prior to their alleged purchase of the debt, while the debt was owned by Bank of America. Bank of America had not added such interest to the debt. Bank of America did not send any billing statements to Ms. Spence after it charged-off the account.

Bank of America treated the debt as being in the amount of \$21,355. Bank of America sold the debt as being one of \$21,355. Between the date the account was charged-off and the date Bank of America allegedly sold the debt to Cavalry, Bank of America waived all further interest and finance charges on the account. Bank of America had reported the amount to Trans Union as one of \$21,355 and not some larger amount.

After its purchase of the debt, Cavalry began adding interest at an unknown rate prospectively. No agreement between Ms. Spence and Cavalry authorizes the imposition of interest.

### **Violations of Law**

Cavalry committed multiple violations of federal and state law in attempting to collect the alleged debt from Ms. Spence and other similarly situated individuals. Cavalry's violations of the FDCPA include, without limitation:

- By adding unauthorized interest to debts, Cavalry engaged in a deceptive collection practice, in violation of 15 U.S.C. §§1692e, 1692e(2), 1692e(5), and 1692e(10), and an unfair collection practice, in violation of 15 U.S.C. §§1692f and 1692f(1).



- By reporting the unauthorized interest to credit reporting agencies, Cavalry violated 15 U.S.C. §§1692e.

Cavalry also violated M.G.L. c. 93A § 2 with respect to Ms. Spence and each class member by engaging in collection practices that were unfair, deceptive, and/or unconscionable. The violations Cavalry has engaged in include the violations of the FDCPA cited above, and the following without limitation:

- Attempting to collect debts while unlicensed and unbonded, in violation of M.G.L. c. 93, §§ 24-28, 49, and c. 93A;
- Attempting to collect a debt in an unfair, deceptive or unreasonable manner, in violation of M.G.L. c. 93, § 49, and c. 93A;
- The reporting of false information to credit bureaus in violation of M.G.L. c. 93, § 54A, and 68.
- The use of false, deceptive, or misleading representation or means in connection with the collection of any debt, including but not limited to: the threat to take any action that cannot legally be taken; the false representation of the character, amount, or legal status of any debt; or communicating to any person credit information which is known or which should be known to be false, 209 C.M.R. 18.16 (2), (5), (8).
- The use of unfair or unconscionable means to collect or attempt to collect a debt, including but not limited to: a collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law. 209 C.M.R. 18.17 (1)

### **Demand for Relief**

By the actions described above, Cavalry has violated M.G.L. c. 93A and other consumer protection laws. As a result of Cavalry's actions, Ms. Spence and class members have suffered damages, including without limitation, statutory damages. Accordingly, on behalf of Ms. Spence and class members, I hereby demand that Cavalry:

- a. Pay statutory damages to the class pursuant to 15 U.S.C. § 1692k and c. 93A § 9, together with reasonable attorney's fees and costs;
- b. Pay actual and punitive damages pursuant to M.G.L. c. 93, § 63 and 64, together with attorney's fees and costs;
- c. Disgorge any amounts collected from Massachusetts consumers who's debt Cavalry added interest to for a period prior to the alleged ownership of the debt by Cavalry, that had not been added by the holder of the debt at that time;
- d. Delete or revise any credit reporting that includes any such interest; and

- e. Conduct its debt collection business in Massachusetts in accordance with applicable laws from this date forward.

M.G.L. c. 93A, § 9 provides Cavalry with the opportunity to make a reasonable written settlement offer within thirty days of your receipt of this letter. Should no reasonable settlement offer be made, Ms. Spence and similarly situated individuals may recover up to three times actual damages, plus attorneys' fees and costs.

In this regard, I direct your attention to the Supreme Judicial Court's view of the policy behind c. 93A's settlement encouraging directive:

Indeed, the conduct proscribed by the Statute *is as much the failure to make a reasonable settlement offer* as it is the substantive violation of c. 93A. Multiple damages are the "appropriate punishment" for forcing Plaintiff and other similarly situated individuals to litigate clearly valid claims.

*International Fidelity Ins. Co. v. Wilson*, 443, N.E. 2d 1308, 1318 (1983).

I look forward to hearing from you so that we may work toward a prompt and equitable settlement of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elizabeth Ryan', written in a cursive style.

Elizabeth Ryan

cc: Andréa Spence